

[REDACTED]

LITTON LOAN SERVICING LP  
4828 Loop Central Drive  
Houston, TX 77081  
Attn: Alison S. Walas Prepared By: *Lump*

7/23/08 9:25:06  
BK 127 PG 372  
DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

*Ad* \* **Prepared by and Return to:**  
**Home Surety Title and Escrow, LLC**  
**5583 Murray Road, Ste 120**  
**Memphis, TN 38119**  
**(901) 737-2100**

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that GE Money Mortgage Holding Company LLC, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 3100 Thornton Avenue, Burbank, California 91504, and successor to GE Money Mortgage Holding Corporation as Owner (the "Owner") pursuant to that Flow Interim Servicing Agreement, among Litton Loan Servicing LP (the "Servicer"), GE Money Bank and GE Money Mortgage Holding Corporation, dated as of December 10, 2007 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Owner (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing flow interim servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only, each of which shall be completed in accordance with the terms of the Agreement:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
3. The completion of loan assumption agreements.
4. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

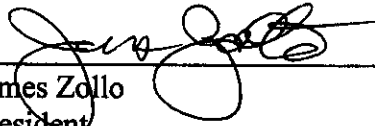
5. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
6. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
7. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of a deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 7(a) through 7(e), above.


The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of February 7, 2008.

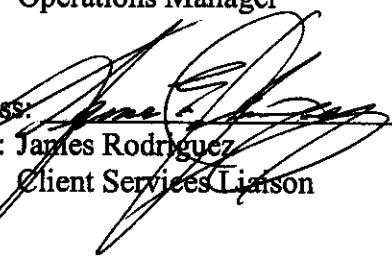
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, GE Money Mortgage Holding Company LLC, as Owner pursuant to that Flow Interim Servicing Agreement among GE Money Bank, GE Money Mortgage Holding Corporation and the Servicer, dated as of December 10, 2007, has caused these presents to be signed and acknowledged in its name and behalf by James Zollo, its duly elected and authorized President this 7th day of February, 2008.

GE Money Mortgage Holding Company LLC, as  
Owner

By:   
Name: James Zollo  
Title: President

Witness:   
Name: Oscar Acosta  
Title: Operations Manager

Witness:   
Name: James Rodriguez  
Title: Client Services Liaison

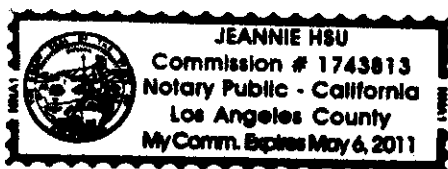
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

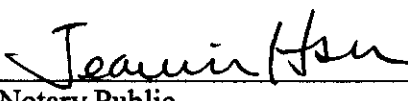
On February 7, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared James Zollo of GE Money Mortgage Holding Company LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that [she/he] executed that same in [her/his] authorized capacity, and that by [her/his] signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)



  
Notary Public